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Jessica Liou (*pro hac vice*)  
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Matthew Goren (*pro hac vice*)  
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Jane Kim (#298192)  
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650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1                   2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3 including the Extended Deadline.

4                   3. No further consent of Lessor shall be required for the sole purpose of  
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
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7 Code, including beyond the Extended Deadline.

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11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,  
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under  
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,  
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
16 amendment, or other modification of the terms of the Leases.

17                   5. This Stipulation may be executed in multiple counterparts, each of which  
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

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21                   7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23                   8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.

**EXECUTION PAGE**

Dated: June 24, 2019

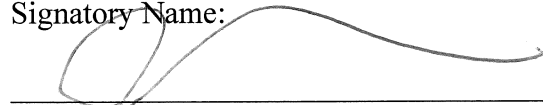
WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 07 / 12 2019

LESSOR

By: \_\_\_\_\_  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:



Signatory Address:

1751 Hooker Oak Ave

1390 <sup>Dr</sup> Ridgewood Dr. Ste. 10  
Chico, CA 95926

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**EXHIBIT A**

Name of Lessor: JAMES O'BANNON & GAGE CHRYSLER

Property Address: 810 Oak Street  
Chico, CA 95928

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
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(ray.schrok@weil.com)  
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☐ Affects Pacific Gas and Electric Company  
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D. The Lessor agrees to provide the Debtors with such consent.

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8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.



**EXECUTION PAGE**

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 7 / 8 / 2019

LESSOR Dan + Jeannie Borden Community  
Property Living Trust as created 4/22/89

By: Michael C. Belden  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Michael C. Belden

Signatory Address:

105 E. 10th Street  
Tracy, CA 95376

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**EXHIBIT A**

Name of Lessor: Jeannie Borden as trustee of the Dan Borden and Jeannie Borden Community Property Living Trust, as restated April 2, 1999.

Address: 55 East 10th Street  
Tracy, CA 95376

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(stephen.karotkin@weil.com)  
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(ray.schrok@weil.com)  
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*Attorneys for Debtors  
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EXECUTION PAGE

Dated: June 12, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: June /17/2019

LESSOR

By: John Dye Lisa Olsen Conservator of Estate

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor

Signatory Name:

John Dye, Conservator of Estate

Signatory Address:

2549 Lagoon Dr.  
Lakeport, CA 95453

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**EXHIBIT A**

Name of Lessor: JOHN ALLEN DYE

Property Address: 325 N. Forbes St.  
Lakeport, CA 95453

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119



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*Attorneys for Debtors  
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**EXECUTION PAGE**


Dated: July 9, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: July / 30 / 2019

LESSOR

By:   
Capacity: ~~Attorneys for Lessor / Lessor~~  
Authorized Officer of Lessor  
Signatory Name:

JAMES CARLTON

Signatory Address:

P.O. Box 151

Montgomery Creek CA 96065

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

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**EXHIBIT A**

Name of Lessor: John and Naomi Carlton Family Trust (successor to John H. Carlton), James W. Carlton and Leslie E. Carlton

Address: 37750 Highway 299 East  
Burney, CA 96013



1 WEIL, GOTSHAL & MANGES LLP  
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13 *Attorneys for Debtors*  
14 *and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT  
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24 **Debtors.**

- 25 ☐ Affects PG&E Corporation  
26 ☐ Affects Pacific Gas and Electric Company  
27 ☒ Affects both Debtors

28 *\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1                   2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3 including the Extended Deadline.

4                   3. No further consent of Lessor shall be required for the sole purpose of  
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
7 Code, including beyond the Extended Deadline.

8                   4. Nothing contained in this Stipulation or any actions taken by the Debtors  
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
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14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,  
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
16 amendment, or other modification of the terms of the Leases.

17                   5. This Stipulation may be executed in multiple counterparts, each of which  
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19                   6. The Debtors are authorized to take all actions necessary to effectuate the  
20 relief granted pursuant to and in accordance with this Stipulation.

21                   7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23                   8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.



**EXECUTION PAGE**

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: June 126 / 2019

LESSOR

By: John S. Fogarty  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

John S. Fogarty

Signatory Address:

6556 LONETREE Blvd, Suite 200  
Rocklin, Ca. 95765



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**EXHIBIT A**

Name of Lessor: JOHN S FOGGY

Property Address: 10375 Old Placerville Road  
Sacramento, CA 95827

1 WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
2 (stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
3 (ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
4 (jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
5 (matthew.goren@weil.com)|  
767 Fifth Avenue  
6 New York, NY 10153-0119  
Tel: 212 310 8000  
7 Fax: 212 310 8007

8 KELLER & BENVENUTTI LLP  
Tobias S. Keller (#151445)  
9 (tkeller@kellerbenvenutti.com)  
Jane Kim (#298192)  
10 (jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
11 San Francisco, CA 94108  
Tel: 415 496 6723  
12 Fax: 650 636 9251

13 *Attorneys for Debtors*  
14 *and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION

18  
19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC**  
23 **COMPANY,**

**Debtors.**

- 24 ☐ Affects PG&E Corporation  
25 ☐ Affects Pacific Gas and Electric Company  
26 ☒ Affects both Debtors

27 *\* All papers shall be filed in the Lead Case,*  
28 *No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

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11 “**Bankruptcy Court**”).

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13 extended the time for the Debtors to assume or reject nonresidential real property leases to August  
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to  
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order  
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY  
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27 earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a  
28 reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.



**EXECUTION PAGE**

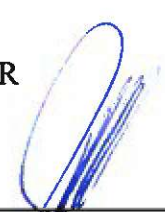
Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated:        /    / 2019

LESSOR

By:   
Capacity: Attorneys for Lessor / Lessor /  
☒ Authorized Officer of Lessor  
Signatory Name:

JOSEPH HENSLER

Signatory Address:

4760 ILLINOIS AVE  
FALL CREEK, IL 60131

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**EXHIBIT A**

Name of Lessor: Joseph Hensler and Gayle Hensler, trustees of the Hensler Family Trust, dated February 26, 2003

Address: 800 W. Second Street  
Antioch, CA 94509

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
767 Fifth Avenue  
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KELLER & BENVENUTTI LLP  
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(tkeller@kellerbenvenuti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenuti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

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EXECUTION PAGE

Dated: July 29, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 6 / 1 / 2019

LESSOR

By: Kim O. Dale

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Kim O. Dale

Signatory Address:

3522 46<sup>th</sup> AVE NE  
Seattle, WA 98105

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

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EXHIBIT A

Name of Lessor: Kim Dales  
Address: 435 West Main Street  
Quincy, CA 62640

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
767 Fifth Avenue  
New York, NY 10153-0119  
Tel: 212 310 8000  
Fax: 212 310 8007

KELLER & BENVENUTTI LLP  
Tobias S. Keller (#151445)  
(tkeller@kellerbenvenuti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenuti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
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No. 19 -30088 (DM)

Chapter 11

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**EXECUTION PAGE**

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

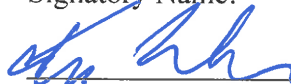
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: August / 5 / 2019

LESSOR

By: Ken Nelson

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:



Signatory Address:

3247 E. Annadale Ave

Fresno, Ca 93725

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**EXHIBIT A**

Name of Lessor: KNK INVESTMENTS

Property Address: 2000 Crows Landing  
Modesto, CA 95358



WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
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Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
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Tel: 415 496 6723  
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*Attorneys for Debtors  
and Debtors in Possession*

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**- and -**

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**Debtors.**

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Chapter 11

(Lead Case)

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**STIPULATION CONSENTING TO  
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PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1                   2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3 including the Extended Deadline.

4                   3. No further consent of Lessor shall be required for the sole purpose of  
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
7 Code, including beyond the Extended Deadline.

8                   4. Nothing contained in this Stipulation or any actions taken by the Debtors  
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'  
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,  
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under  
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,  
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
16 amendment, or other modification of the terms of the Leases.

17                   5. This Stipulation may be executed in multiple counterparts, each of which  
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19                   6. The Debtors are authorized to take all actions necessary to effectuate the  
20 relief granted pursuant to and in accordance with this Stipulation.

21                   7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23                   8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.  
25  
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**EXECUTION PAGE**

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: \_\_\_\_ / \_\_\_\_ / 2019

LESSOR KRE 1330 Broadway Ocean LLC  
By THG Partners Authorized Representative  
of Owner

By: [Signature]  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Lynn Tolin, COO

Signatory Address:

THG Partners  
100 BUSH ST 21st Floor  
SF CA 94104

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**EXHIBIT A**

Name of Lessor: KRE 1330 BROADWAY OWNER LLC C/O TMG PARNTERS

Property Address: 1330 Broadway, Suite 435  
Oakland, CA 94612



WEIL, GOTSHAL & MANGES LLP  
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(stephen.karotkin@weil.com)  
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KELLER & BENVENUTTI LLP  
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San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: July / 11 / 2019

LESSOR

By: Lawrence Scott Skinner  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:



Signatory Address:

1269 W. I STREET, LOS BANOS  
CA. 93635

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**EXHIBIT A**

Name of Lessor: LAWRENCE SCOTT SKINNER

Property Address: 1455 East Shaw Ave  
Fresno, CA 93726